

**ALLIANCE FOR AGING INC.
MASTER AGREEMENT**

THIS MASTER AGREEMENT is entered into between the Alliance for Aging Inc., hereinafter referred to as the "Alliance," and the Monroe County Board of Commissioners hereinafter referred to as the "recipient."

All agreements executed between the recipient and the Alliance shall be subject to the conditions set forth in this agreement for the duration of the agreement period(s). Any and all agreements executed between the recipient and the Alliance during the effective period of this agreement will incorporate this agreement by reference and shall be governed in accordance with the laws, statutes, and other conditions set forth in this agreement.

The parties agree:

I. Recipient Agrees:

- A. 1. To provide services according to the conditions specified in any agreement(s) with the Alliance during the period this agreement is in effect.
2. This agreement covers all services provided by the recipient under contract with the Alliance.
3. To provide services in compliance with the provisions of the Department Home and Community-Based Services Handbook.

B. State and Federal Laws and Regulations:

The recipient shall:

1. Comply with the cost principles, administrative requirements, and other provisions of all applicable state and federal laws and regulations including: sections 215.97 and 216.348, F.S., Title 45, Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, A-110, A-122, and A-133, whichever is applicable to the recipient's organization.
2. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act [42 United States Code (U.S.C.) 7401 et seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The recipient shall report any violations of the above to the Alliance.
3. Prior to execution of this agreement, complete the Certification Regarding Lobbying form, **ATTACHMENT I**, and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form, **ATTACHMENT II**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Alliance's contract manager, and all disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Alliance with the signed agreement.

4. Comply with section 112.061, F. S., and any policies of the Department of Elder Affairs regarding any and all business travel pursuant to agreements covered by this agreement (including use of the State Comptroller approved Reimbursement of Travel Expenses form, or an equivalent form developed by the recipient), and comply with the provisions of Chapter 119, F.S., allowing public access to all documents, papers, letters, or other materials made or received by the recipient in conjunction with this agreement and any agreements incorporating this agreement by reference.
5. **Abuse Neglect and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of the recipient who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96ABUSE).
6. **Transportation Disadvantaged:** If clients are to be transported under any agreements incorporating this agreement, comply with the provisions of Chapter 427, F.S., and Rule 41-2, Florida Administrative Code (F. A. C.).
7. **Use of Funds For Lobbying Prohibited:** Comply with the provisions of section 216.347, F.S., Title 48 CFR, Part 31.205, or Title 45 CFR, Part 93, whichever is applicable, that prohibit the expenditures of funds for the purpose of lobbying the Legislature, a judicial branch or a state agency.
8. **Safeguarding Information:** Except as provided for auditing and monitoring purposes, not to use or disclose any information concerning a consumer who receives services under agreements incorporating this agreement by reference or subsequent agreements for any purpose not in conformity with state and federal regulations, except upon written consent of the consumer, or the consumer's authorized representative.
9. **HIPAA Compliance:** Comply with all requirements of the Health Insurance Portability Act (HIPAA) of 1996, as applicable. The Alliance and the recipient recognize that each may be a "Business Associate" of the other under the terms of HIPAA. As such and to the extent said terms may be applicable, each agrees to the terms as written in ATTACHMENT VII.
10. **Grievance and Appeal Procedures:** Follow the Minimum Guidelines for Recipient Grievance Procedures, ATTACHMENT V, for handling complaints from consumers who complain service has been suspended, terminated or reduced. Recipients and subrecipients will also establish their own complaint procedures for consumers who are dissatisfied with or denied services that include, at minimum, notice of the right to complain and to have their complaint reviewed.

It is expressly understood that substantial evidence of the recipient's refusal to comply with any of the above provisions shall constitute a breach of this agreement.

C. Civil Rights Certification:

1. The recipient gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The recipient shall comply with all federal, state and local regulations, statutes and ordinances relating to nondiscrimination in programs or activities receiving or benefiting from state, federal, or local financial assistance, whichever apply. These include, but are not limited to: (a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at Title 41 CFR, Part 60; (b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin (c) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1686 et seq., which prohibits discrimination on the basis of sex in education programs; (d) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps; (e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age and with any and all other applicable regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes or which may apply to agreements covered by this agreement.
2. The recipient agrees to complete the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers and if fifteen (15) or more persons are employed. For recipients employing less than 15 persons, the Alliance requests completion of the Civil Rights Compliance Questionnaire.
3. The recipient shall establish procedures to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include advising clients, employees, and participants of the right to file a complaint, their right to appeal a denial or exclusion from the services or benefits, and their right to a fair hearing as a result of their complaint of discrimination. Complaints of discrimination involving services or benefits through this agreement and may also be filed with the Secretary of the Department of Elder Affairs or the appropriate federal or state agency.
4. The recipient agrees that compliance with these assurances are a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the recipient, its successors, transferees, and assignees for the period during which such assistance is provided. The recipient further assures that all subrecipients, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the recipient understands that the Alliance and/or Department of Elder Affairs may, at their discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

D. Payment Requirements

For all agreements covered by this agreement, the recipient agrees:

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The recipient shall comply with only the particular requirements under the following laws and guidelines that are applicable to the agreements covered under this agreement: (a) paragraph (16) (b) of section 216.181, F. S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services http://www.dbf.state.fl.us/aadir/reference_guide/). The recipient certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, including paid subcontractor invoices, and will be produced upon request by the Alliance. The recipient further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Section I, paragraph B. 1 of this agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the recipient's approved service application.
2. Recipients and sub-recipients shall provide units of deliverables, including reports, findings, and drafts as specified in the agreements and agreement attachments covered by this agreement, and the service provider applications developed by the recipient (pursuant to section 306(a) of the Older Americans Act), to be received and accepted by the contract manager prior to payment.

E. Withholdings and Other Benefits:

The recipient is responsible for Social Security and Income Tax withholdings.

F. Indemnification:

If the recipient is a state or local governmental entity, pursuant to section 768.28(18) F.S., the provisions of this section do not apply.

1. Recipient and all subrecipients agree to indemnify, defend, and hold harmless the Department of Elder Affairs and the Alliance and their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the recipient, its agents, employees, or subrecipients during the performance of all agreements incorporating this agreement by reference, whether direct or indirect, and whether to any person or property to which the Department, the Alliance or said parties may be subject, except neither recipient nor any of its subrecipients will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department, the Alliance or any of its officers, agents, or employees.
2. Recipient's obligation to indemnify, defend, and pay for the defense or, at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to recipient. Recipient's inability to evaluate liability or its evaluation of liability shall not excuse recipient's duty to defend and indemnify the Department, upon notice by the Department. Notice

shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by recipients. Recipient shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the recipient or subrecipient of a claim shall not release recipient of the above duty to defend.

3. It is the intent and understanding of the parties that the recipient, nor any of its subrecipients, are employees either of the Department or the Alliance and shall not hold themselves out as employees or agents of either agency without specific authorization from them. It is the further intent and understanding of the parties that neither the Department nor the Alliance control the employment practices of the recipient and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the recipient, or its subrecipient.

G. Insurance and Bonding:

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of any and all agreements incorporating this agreement by reference. The recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the recipient and the clients to be served under contracts incorporating this agreement by reference. Upon execution of each contract covered under this agreement, the recipient shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department of Elder Affairs and the Alliance reserve the right to require additional insurance where appropriate.
2. To furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the recipient authorized to handle funds received or disbursed under all agreements incorporating this agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
3. If the recipient is a state agency or subdivision as defined by section 768.28, F.S., the recipient shall furnish, upon request, written verification of liability protection in accordance with section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S. (See also Indemnification clause.)

H. Purchasing:

1. Procurement of Products or Materials with Recycled Content

Any products or materials which are subject of, or are required to carry out any contracts under this agreement shall be procured in accordance with the provisions of Section 403.7065 and 287.045, Florida Statutes.

I. Sponsorship:

1. Any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Monroe County Board of Commissioners, the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (ref.: section 286.25, F. S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
2. If the recipient is a governmental entity or political subdivision of the state, the Department and the Alliance request compliance with the conditions specified above.
3. The recipient shall not use the words "State of Florida, Department of Elder Affairs and the Alliance for Aging, Inc" to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

J. Public Entity Crime – Applicable only to state agencies or political subdivisions of the state:

Denial or revocation of the right to transact business with public entities.

In compliance with the legislature's intent to restrict the ability of persons convicted of public entity crimes to transact business with the Department of Elder Affairs, or the Alliance, as the pass through agent for the Department, pursuant to section 287.133, F.S.: is a condition of receipt or benefit from state or federal funds and it is binding upon the recipient, its successors and transferees during the period of this agreement. The recipient further assures that the recipient, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the recipient or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the recipient shall notify the Department of Elder Affairs and the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

K. Employment:

If the recipient is a non-governmental organization, it is expressly understood and agreed the recipient will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to the Immigration Nationality Act (INA), Sec. 274A [8 U.S.C. s.1324a]. Violation of the employment provisions as determined pursuant to section 274A shall be grounds for unilateral cancellation of any and all agreements incorporating this agreement by reference.

L. Audits and Records:

The recipient agrees:

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under all contracts covered by this agreement. Recipient agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes.
2. To assure these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by state personnel and other personnel duly authorized by the Alliance, the Department of Elder Affairs or by federal personnel, if applicable.
3. To maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of the agreements incorporating this agreement by reference.
4. To submit management, program, and client identifiable data, as specified by the Department of Elder Affairs and / or the Alliance. To record and submit program specific data in accordance with Department of Elder Affairs Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
5. To provide a financial and compliance audit to the Alliance as specified in **ATTACHMENT III** and to ensure all related party transactions are disclosed to the auditor.

6. To include these aforementioned audit and record keeping requirements, including **ATTACHMENT III**, in all sub-agreements and assignments.
7. The recipient agrees to provide client information and statistical data for research and evaluative purposes when requested by the Department of Elder Affairs and/or the Alliance.
8. To provide to the Alliance all fiscal information regarding services contracted pursuant to this agreement using the application required by the Department of Elder Affairs.

M. Retention of Records:

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each agreement covered under this agreement for a period of at least five (5) years after termination of the agreement(s), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained at least until resolution of the audit findings. These records may be subject to additional retention requirements set by law.
2. Persons duly authorized by the Department of Elder Affairs, the Alliance or federal auditors, pursuant to Title 45 CFR, Part 92.42(e), (1), and (2), shall have full access to and the right to examine or duplicate any of said records and documents during said retention period or as long as records are retained, whichever is later.

N. Monitoring and Incident Reporting:

1. The recipient will provide progress reports, including data reporting requirements as specified by the Department of Elder Affairs to be used for monitoring progress or performance of the contractual services as specified in the area plan submitted by the Alliance to the Department as well as in the service application submitted by the recipient to the Alliance. Following the norms set down by the Department of Elder Affairs, the Alliance will establish performance standards for recipients with weights assigned to each standard. Standards will be tracked monthly by Alliance staff through desk reviews of available fiscal, CIRT, and research production reports and any other system or process designated by the Department. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subrecipient monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.
2. The Alliance will perform administrative and programmatic monitoring of the recipient to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

3. To permit persons duly authorized by the Department of Elder Affairs or the Alliance to inspect any records, papers, documents, facilities, goods and services of the recipient which are relevant to agreements incorporating this agreement by reference, or to the mission and statutory authority of the Department of Elder Affairs or the Alliance, and to interview any clients and employees of the recipient to be assured of satisfactory performance of the terms and conditions of these agreement(s). Following such inspection the Department of Elder Affairs or the Alliance will deliver to the recipient a list of its concerns with regard to the manner in which said goods or services are being provided. The recipient will rectify all noted deficiencies provided by the Department of Elder Affairs or the Alliance within the time set forth, or provide either the Department of Elder Affairs or the Alliance with a reasonable and acceptable justification for the recipient's failure to correct the noted shortcomings. The Department of Elder Affairs or the Alliance shall determine whether such failure is reasonable and acceptable. The recipient's failure to correct or justify deficiencies within a reasonable time as specified by the Department of Elder Affairs or the Alliance may result in either agency taking any of the actions identified in Section III., C., Enforcement, or deeming the recipient's failure to be a breach of this agreement.
4. **Extraordinary Reporting:** The recipient shall notify the contract manager for the Alliance immediately, but no later than within 24 hours, from the recipient's awareness or discovery of conditions that may materially affect the recipient's ability to perform, such as problems, delays, or adverse conditions which may impair the recipient's ability to meet the objectives of the agreements covered by this agreement. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include:
 - proposed consumer terminations
 - recipient financial concerns/difficulties
 - non-payment or untimely payment reported by vendors
 - service documentation problems
 - agreement non-compliance
 - service quality problems and consumer complaint trends

The Alliance shall investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations shall be reported to the Department of Elder Affairs' contract manager.

In the event that a situation results in the cessation of services by a sub-recipient or vendor, the recipient retains the responsibility for performance under agreements covered by this agreement and must follow their own procedures to ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

O. Assignments and Subcontracts:

1. Alliance approval of the service application presented by the recipient shall constitute Alliance approval of the recipient subagreements if the subagreements follow the service and funding information identified in the service application. The recipient must submit all contracts for services under the service application to the Alliance for prior approval when the proposed subrecipient is a profit making organization. No such approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the dollar amount agreed upon in contracts covered by this

agreement and the contracts incorporating it by reference and to any conditions of approval the Alliance shall deem necessary.

2. For every transaction, the recipient must determine if the subcontractor is a vendor rather than a subrecipient, as defined in OMB Circular A-133, subpart B, section .210, and in section 215.97, F.S., and this determination must be documented in writing. When a vendor relationship is identified, an agreement with all of the terms and conditions set forth in this agreement is not required. However, a written agreement outlining the term of the agreement, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the recipient chooses to pass down program compliance to the vendor in the written agreement. The recipient is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement and the agreements covered by it.

P. Return of Funds:

1. To return to the Alliance any overpayments due to unearned funds or funds disallowed pursuant to the terms of all agreements for which funds were disbursed to the recipient by the Alliance.
 - a. The recipient shall return any overpayment to the Alliance within forty (40) calendar days after either discovery by the recipient, or notification by the Alliance, of the overpayment.
 - b. In the event the recipient or its independent auditor discovers an overpayment has been made, the recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Alliance. In the event the Alliance first discovers an overpayment has been made, the Alliance will notify the recipient by letter of such a finding.
 - c. Overpayments due to unallowable or un-allocable expenses due to billing discrepancies must be returned to the Alliance under the same terms and conditions as this section. Information indicating recipient has been overpaid as a result of over-budgeting on the unit cost methodology can be used by the Alliance to negotiate lower rates in subsequent years. Continuous overpayment to recipients due to over budgeting may result in a demand for repayment to the Alliance under the same terms and conditions of this section. Repayment received by the Alliance shall be reported to the Department of Elder Affairs and may be either re-allocated to other recipient(s) or returned to the Department, at the Department's discretion.

Q. Data Integrity

Federal Grants Management require financial management systems for recipients of state and federal funds to be capable of providing certain information, assuring accuracy and accountability, in accord with prescribed reporting requirements. These reporting requirements may require certain calculations or the provision of specified data to fully disclose the financial results of each federally funded or state-sponsored program.

Accordingly, the recipient must, prior to execution of this agreement, complete the Data Integrity Certification form. **ATTACHMENT VI.**

R. Conflict of Interest:

The recipient will maintain a written code of conduct governing the performance of its employees, board members, management and sub-recipients, engaged in the award and administration of contracts. No employee, officer or agent of the recipient or sub-recipient shall participate in selection, or in the

award or administration of a contract supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient or sub-recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The recipient's board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this agreement. The recipient's employees and sub-recipients must make the same disclosures described above to the recipient's board of directors. Compliance with this provision will be monitored.

S. Successors and Transferees:

Recipient must receive approval from the Alliance's contract manager prior to transferring or assigning this agreement, or any agreements referencing this agreement, to another party or a different organizational entity. Further, this agreement or any agreements referencing this agreement are binding in their entirety on the recipient and its successors, assignees and transferees.

II. The Alliance Agrees:

A. Payment:

Unless otherwise stated in the agreements covered by this agreement between the Alliance and recipient, payments made by the Alliance to the recipient must be within seven (7) working days after receipt by the Alliance of full or partial payments from the Department of Elder Affairs. Payments to vendors contracted by the Alliance shall be made in accord with the terms as negotiated with the vendor(s). Failure to pay within these time frames may result in the Department of Elder Affairs applying intermediate measures against the Alliance as per Attachment VI.

B. Vendor Ombudsman:

Recipients who may be experiencing problems in obtaining timely payments(s) from the Department of Elder Affairs may contact the Vendor Ombudsman within the Department of Banking and Finance at 1 (800) 848-3792 or (850) 413-7269. Subrecipients and vendors experiencing problems obtaining timely payment(s) from the Alliance may contact the Department's contract manager at (850) 414-2000.

III. Agreement Term and Renewal

The recipient and the Alliance mutually agree:

A. Effective Date

1. This agreement shall begin on March 1, 2004 or on the date on which the agreement has been signed by both parties, whichever is earlier, and shall end on December 31, 2006.
2. All agreements executed between the Alliance and the recipient during the effective period of this agreement shall reference this agreement by number, incorporating it therein, and shall be governed by the conditions of this agreement and its successor(s) for the duration of the contract period(s).

B. Enforcement:

1. The Department of Elder Affairs, or the Alliance acting on its behalf may, in accordance with section 430.04, F.S., take intermediate measures against the recipient, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the recipient on probationary status, imposing a moratorium on recipient action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120 F.S., if the Department of Elder Affairs or the Alliance acting on its behalf finds that:
 - an intentional or negligent act of the recipient has materially affected the health, welfare, or safety of consumers served pursuant to this agreement, or substantially and negatively affected the operation of services covered under this agreement .
 - the recipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
 - the recipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Department of Elder Affairs or the recipient has committed or repeated violations of Department standards.
 - the recipient has failed to continue the provision or expansion of services after the declaration of a state of emergency.
 - the recipient has failed to adhere to the terms of this agreement or the terms of any agreement(s) covered by this agreement and incorporating it by reference.
2. In making any determination under this provision the Department of Elder Affairs may rely upon the findings of another state or federal agency, or other regulatory body. Any claim for breach of this agreement is exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County. Before the Department of Elder Affairs formally rescinds the designation of the recipient or initiates any intermediate measure, or either party commences equitable or legal action of any sort, both parties agree to engage in informal mediation through a meeting of each party's representative at a place and location designated by the Department of Elder Affairs.
3. In making any determination under this provision for intermediate measures, the Department or the Alliance acting on its behalf, will be guided by the measures and options as set forth in

ATTACHMENT VI. The purpose of the options set forth in **ATTACHMENT VI** is to give notice to the recipient of the range of intermediate measures that would normally be imposed for violations as set forth in this provision. This range of intermediate measures is based upon a single violation of each provision listed. Multiple violations of the same provision will be grounds for enhancement of intermediate measures. The Department or the Alliance acting on its behalf, is entitled to deviate from the range of intermediate measures provided in **ATTACHMENT VI** upon a showing of circumstances presented to the Department and/or Alliance prior to the imposition of an intermediate measure. Circumstances that may be considered for enhancement or reduction of intermediate measures include, but are not limited to:

- a. History of previous violations.
- b. The magnitude and scope of the damage inflicted upon the general public.
- c. The lack of danger to the public health, safety and welfare.
- d. The degree of financial hardship incurred by the recipient as a result of the imposition of intermediate measures.
- e. Corrective action taken by the recipient.
- f. Steps taken by the recipient to ensure the non-occurrence of similar violations in the future.

C. Termination:

1. Termination for Convenience

This agreement and any other agreements incorporating it by reference may be terminated by either party upon no less than sixty (60) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the recipient terminates an agreement at will, the recipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for consumers pursuant to this agreement or any sub-agreement will not be interrupted or suspended by the termination. In the event that an agreement between the recipient and a sub-recipient is terminated, the recipient shall require the sub-recipient to submit to the recipient and the Alliance, a similar plan ensuring services to consumers will not be interrupted or suspended by the termination.

2. Termination Because of Lack of Funds

In the event funds to finance any agreement(s) under this agreement become unavailable, the Alliance may terminate the affected agreement or agreements upon no less than twenty-four (24) hours notice in writing to the recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Alliance shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived in writing by the Department of Elder Affairs and/or the Alliance as the local agent for the Department, or if the recipient fails to cure the breach within the time specified, the Department /Alliance may, by written notice to the recipient, terminate any and all of the agreement(s) incorporating this agreement by reference upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department of Elder Affairs may employ the default provisions in section 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of any one contract covered by this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other agreements covered under this agreement. The provisions herein do not limit the Department's or the Alliance right to remedies at law or to damages of a legal or equitable nature.

D. Notice and Contact:

1. The name, address and telephone number of the Alliance for this agreement is:

Steven Weisberg, M.S.
President/CEO
9500 South Dadeland Boulevard, Suite 400
Miami, FL 33156
Phone: (305) 670-6500, SC 455-6500

2. The name, address and telephone number of the recipient for this agreement is:

Monroe County Board of Commissioners
Gato Building
1100 Simonton Street
Key West, FL 33040
Phone: (305) 292-4573

3. The name of the contact person, street address and telephone number where financial and administrative records are maintained:

Louis LaTorre
Gato Building
1100 Simonton Street
Key West, FL 33040
Phone: (305) 292-4573

E. Renegotiation or Modification:

1. Modifications of provisions of this agreement and of any and all agreement(s) incorporating this agreement by reference shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement and any affected agreements if revisions of any applicable laws or regulations make changes in this agreement necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively for any agreement(s) incorporating this Master Agreement by reference only when these have been established through the appropriations process, or identified in the federal program.

IV. The Recipient Agrees to the following special provisions:

A. Property & Equipment

1. Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b) nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds].

2. Recipients and sub-recipients who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with OMB Circular A-110 that include: (a) a property list with all the elements identified in the circular; and, (b) A procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Alliance upon request.
3. Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the recipient's service application approved by the Alliance is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the recipient, subject to the conditions of OMB Circular A-110, Subpart C, paragraph .34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this agreement, or identified in agreements with recipients (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.
4. Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this agreement without the prior approval of the Alliance. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of section 216.348, F. S.
5. Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
6. A budget amendment is required to be submitted and approved by the Alliance's contract manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
7. Information Technology Resources
The recipient must adhere to the Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this agreement by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the Alliance for Aging's LAN administrator's file. The Alliance has the responsibility to require any recipient to comply with the Department of Elder Affairs' ITR procedures.

B. Copyright Clause

The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under any agreement(s) incorporating this agreement by reference. The Department of Elder Affairs reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and federal purposes, and to authorize others to do so. Other rights of the Department and recipient are described in Title 45 CFR, sec. 74.36, and section 286.021, F.S.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of this recipient or any subrecipient and referred to a governmental or investigatory agency must be sent to the Department of Elder Affairs via the Alliance. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the Alliance shall notify the Inspector General at the Department of Elder Affairs immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Alliance or the recipient, must be sent to the Department of Elder Affairs's Inspector General with a summary of the investigation and allegations.

D. Disaster

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over an area agency or service provider agency to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and its subrecipient.

In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over an area agency or service provider agency to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the department under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area.

E. Volunteers

The recipient will promote the use of volunteers as prescribed in section 306(a) (12), Older Americans Act and section 430.07, F.S.

F. Business Hours

Recipients who are lead agencies, as defined in section 430.203(9), F.S. or who provide elder helpline services pursuant to this agreement must also maintain minimum business hours from 8:00 AM until 5:00 PM, Monday through Friday, excluding national and state holidays.

G. Management Information Systems

For all program agreements incorporating this agreement by reference for which the collection of client data in electronic format (CIRTS, for example) is required:

1. The Alliance shall employ a Local Area Network (LAN) Administrator who shall assure the Alliance's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the Department. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The Alliance shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the department the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines".
2. The Alliance will ensure the collection and maintenance of consumer and service information on a monthly basis from the Client Information Registration and Tracking System (CIRTS) or any such system designated by the department. Maintenance includes valid exports and backups of all data and systems according to department standards.
3. The recipient must enter all required data per the Department's CIRTS Policy Guidelines for consumers and services in the CIRTS database. The data must be entered into the CIRTS before the recipient submits their request for payment and expenditure reports to the Alliance. The Alliance shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Department.
4. The recipient will run monthly CIRTS reports and verify consumer and service data in the CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the recipient's request for payment and expenditure reports can be approved by the Alliance.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see Section III, C.), including delaying or withholding payment until the problem is corrected.
6. Computer System Backup and Recovery

Each recipient, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of recipient functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The recipient shall maintain written policies and procedures for computer backup and recovery. These policies and procedures shall be made available to the Alliance upon request.

H. Consumer Outcomes

1. The Alliance will develop consumer outcome measures consistent with those developed by the Department of Elder Affairs.
2. As required by the legislature for performance-based program budgeting, the Department of Elder Affairs will set targets for the performance of outcome measures. The Alliance is responsible for achieving these targets and will incorporate them into sub agreements as necessary.

I. Surplus/Deficit Report:

The Alliance will submit a consolidated surplus/deficit report in a format provided by the Department to the Department's contract manager by the 25th of each month. This report is for all agreements between the Alliance and the Department.

The report will include the following:

1. A list of all subcontractors and their current status regarding surplus or deficit;
2. The Alliance's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Department will be resolved;
3. Recommendations to transfer funds to resolve surplus/deficit spending, and;
4. Input from the recipient's Board of Directors on resolution of spending issues, if applicable.

07/2004

Agreement PA-429

IN WITNESS THEREOF, the parties hereto have caused this 43 page agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT: MONROE COUNTY BOARD.
OF COMMISSIONERS

ALLIANCE FOR AGING, INC.,

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

SIGNED

BY: _____

NAME: _____

NAME: STEVEN WEISBERG, M.S.

TITLE: _____

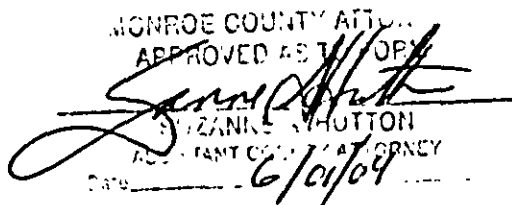
TITLE: PRESIDENT/CEO

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000749

RECIPIENT FISCAL YEAR ENDING DATE: 09/30

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE WHOTTON
ASSISTANT COUNTY ATTORNEY
DATE: 6/01/04

(Revised MARCH 2004)